

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 1: General

SECTION 2: Purchase Orders & Delivery Orders

SECTION 3: Blanket Purchase Agreements (BPAs)

SECTION 4: Government Purchase Card Program

SECTION 5: Contracts

SECTION 6: Post Award Functions

Notes to PMR team members:

a. The paragraphs cited throughout the checklist refer to Army Regulation (AR) 215-4, NAF Contracting, dated 10 September 1990 with an effective date of 10 October 1990. The list will be updated when the regulation is revised. Revision expected in early-2005.

b. This list is not all-inclusive. It includes the major areas for consideration. You may wish to address additional areas.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 1: General

Uniform Procurement Instrument Identification Numbers (PIIN)(reference AR 215-4, paragraph 2-1)—

Contracting Officer (KO) correctly assigned PIINs.

Uniform Procurement Instrument Identification Number (PIIN) System	
Code	Description
A	Blanket purchase agreement (BPA)
B	Invitation for bid (IFB), sealed bidding
C	Contracts, except indefinite delivery type contracts
D	Indefinite delivery type contracts
F	Delivery orders
G	Basic ordering agreement (BOA)
H	Agreements, including basic agreements
L	Lease agreements
M	Purchase orders
Q	Request for quotation (RFQ)
R	Request for proposal (RFP)
S	Entertainment contracts
T	Revenue generating contracts or agreements
V	Purchase card buys

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 2: Purchase Orders & Delivery Orders

Funding (reference AR 215-4, paragraphs 3-3 and 3-5)—

File reflects certification of adequate funding, including bulk funded procurements.

If originally certified funds became insufficient, additional funds were certified before order was modified.

Every PR included a NAFI estimate of costs/prices from requesting activity.

When using bulk funding, order contained documentation reflecting the descending balance of funds expended against a “bulk funded” project to ensure the availability of adequate funds.

Statements of Work & Specifications (reference AR 215-4, paragraph 3-7)—

Descriptions were thorough enough to acquire correct item or service, to aid in obtaining competition, and to assist in the determination of a reasonable price.

Government/NAFI and Contractor-furnished property and equipment were clearly identified.

Brand name Justification (reference AR 215-4, paragraphs 3-8, 3-9, and 5-48)—

Written justification for purchase of brand name items was obtained from requesting activity.

When soliciting items based on “brand name or equal,” the provision was included in the order.

Competition was sought for purchase of brand name item(s). When not competed, file contained appropriate sole source justification.

Note: Although there is no restriction for requesting items on a “brand name” basis for resale items, since requirements are based on customer preference, a request for “brand name” consumable items must be justified in writing. For example, paper, plates, soda, and stamps.

Mandatory Sources (reference AR 215-4, paragraph 4-2)—

Procedures of FAR Subparts 8.6 and 8.7, which require (with limited exceptions) the purchase of specified supplies from Federal Prison Industries, Inc. (FPI) and the Blind and Other Severely Handicapped, are applicable to NAF acquisitions.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 2: Purchase Orders & Delivery Orders (Continued)

Advance Payments (reference AR 215-4, paragraph 4-18)—

Advance payments may be provided on any type of contract. However, the authorizing official will authorize advance payment sparingly. It is the least preferred method of contract financing and will not be authorized if other than standard payment procedures are available (partial, progress, and payment on receipt).

Obtained appropriate approvals. If the terms of sale require advance payment, the authorization for such payment must be obtained in writing from the NAFI fund manager before the purchase is made.

File included written justification for use of advance payment.

Issuance of advance checks to authorized NAFI personnel for release to contractors upon completion of contract is not considered advance payment.

Note: Requirement for advance check must be specified in the contract.

Orders for subscriptions contained the provision that requires the contractor to submit a proper invoice prior to payment.

Delivery Terms (reference AR 215-4, paragraph 5-62)—

F.o.b. terms (i.e., origin or destination) were clearly identified in the order.

Since F.o.b. destination is the preferred method of handling freight charges, KO attempted to negotiate such terms.

When quotations were received F.o.b. origin, KO requested offeror to provide a separate quotation for estimated transportation charges to delivery destination.

Clauses (reference AR 215-4, paragraph 2-14)—

KO used current clauses as part of the order.

Appropriate clauses included as part of the order, e.g., small purchases/simplified purchases, construction, and services.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 2: Purchase Orders & Delivery Orders (Continued)

Competition (reference AR 215-4, paragraph 1-11)—

Regulation states that competition exists when all of the following conditions are met: (1) offers are solicited from at least three responsible offerors; (2) all offers are submitted independently of each other; and (3) at least two offers are received that are responsible to the requirements of the solicitation.

Purchases were distributed/rotated equally among qualified suppliers.

Buys under unusual and compelling urgency were evaluated as to the rationale supporting the urgent buy as well as possible avoidance measures for future.

Note: Absence of the competition requirement does not preclude the need for comparative pricing (e.g., published price list).

Sole Source Justifications (reference AR 215-4, paragraph 3-10)—

File contained requesting activity's memorandum recommending/justifying sole source.

KO prepared written determination justifying sole source procurement.

All justification documentation was placed in the order file.

Files reviewed did not reflect a disproportionate number of sole source procurements.

Note: Although USACFSC-NCP does not know of any published standard as to the appropriate number of procurements that should be competed, we become concerned when the majority of procurements reviewed are accomplished on a sole source basis.

Evaluations (reference AR 215-4, paragraph 4-33)—

Measures are in place for safeguarding of offers/bids.

Price or cost was included as a factor in the purchase.

KO evaluated offers on the basis of the advantages and disadvantages of making multiple awards.

All criteria used in making the award and their relative importance were clearly set forth to the potential offerors.

For simplified acquisitions, it is not necessary to notify (debrief) unsuccessful offerors unless they request it.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 2: Purchase Orders & Delivery Orders (Continued)

Fair & Reasonable Pricing (reference AR 215-4, paragraph 4-8)—

File contained written determination of fair and reasonable pricing.

Comparative pricing was used when KO purchased item(s) using “brand name or equal” descriptions.

Comparative pricing was used when KO placed delivery orders against noncompetitive IDIQ contracts, including NAF and GSA agreements and BOAs.

When only one quotation was received, file included written memorandum explaining the reason for the absence of competition.

When a lack of true competition was reflected, file included a determination (basis of) fair and reasonable pricing.

Note: Citing past performance, as the only reason for fair and reasonable pricing, is not sufficient. Order file must contain adequate explanation/analysis (e.g., quantity purchased, date of order, previous prices).

Determination of Responsibility (reference AR 215-4, paragraphs 4-35 and 4-36)—

KO obtained information sufficient to be satisfied that a prospective contractor currently meets certain standards (e.g., sufficient financial resources, ability to comply with delivery date or performance schedule, satisfactory record of past performance, possess the necessary organizational experience and personnel).

File contained results of preaward survey.

References provided by offerors were checked and documented.

Service Contract Act (reference AR 215-4, paragraph 5-9)—

File contained written determination as to whether the proposed service was personal or nonpersonal. (See paragraph 5-7.)

Contractor's Tax Identification Number (TIN) required. Also, may need DUNNS.

For recurring types of service contracts, KO keeps on file the latest wage rate determination for specific disciplines.

When NAF enters into a contract with an individual, the individual is required to provide NAF with his/her SSN. Further, the contract must contain the Privacy Act Statement.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 2: Purchase Orders & Delivery Orders (Continued)

When it was determined that the Service Contract Act applied, KO obtained a wage determination for new contracts, extension of existing contracts, or exercise of option(s) to contracts exceeding \$2,500.

Professional services (reference AR 215-4, paragraph 12)—

Regulation states that orders for professional services (e.g., golf instructors) may be conducted on a sole or limited source basis provided (1) it is clearly demonstrated and documented that professional competence, such as teaching ability, past accomplishments, technical expertise is of greater importance than price considerations, and (2) there are a limited number of individuals reasonably available whose professional qualifications are clearly superior to those persons who might otherwise respond to a solicitation.

Administration of professional services was accomplished in a manner to avoid creating a personal services contract.

Award (reference AR 215-4, paragraph 4-11)—

Orders were signed before work began or supplies were delivered. No evidence of BACKDATING orders.

Purchase Orders (reference AR 215-4, paragraph 4-14)—

Unilateral purchase orders placed with a contractor orally were followed up with a written order.

Both the KO and the contractor signed bilateral purchase orders.

Unpriced Purchase Orders (reference AR 215-4, paragraph 4-15)—

Every unpriced purchase order contained the provision, "Notice to Supplier."

Evidence that KO or COR reviewed each invoice to determine fair and reasonable pricing. One copy of invoice(s) was placed in file.

Issuing Orders to other Government Agencies (reference AR 215-4, paragraphs 4-1 and 4-17 for delivery orders)—

Orders issued to other Government agencies were accomplished as delivery orders or agreements, not purchase orders. Note: No clauses are needed.

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SECTION 2: Purchase Orders & Delivery Orders (Continued)

Note: AR 215-5 contains guidance for purchasing a liquor license from the Bureau of Alcohol, Tobacco & Firearms.

Contracting with Government and NAFI employees (reference AR 215-4, paragraph 4-3)—

File documented that NAFI's need cannot otherwise be met and provides compelling reasons for contracting with a Government or NAFI employee.

KO obtained approval from installation commander or designee responsible for the NAFI to contract with a Government/NAFI employee.

Ratification Procedures (reference AR 215-4, paragraph 1-24)—

Individual who made the unauthorized commitment prepared and signed a statement of all pertinent facts.

Signed statement was forwarded to chief of the activity for review who, in turn, described, in writing, measures taken to prevent recurrence.

Obtained signature from ratification authority.

Obtained written opinion from legal counsel on whether or not there is a factual and legal basis for ratification of the unauthorized commitment.

KO determined, in writing, the price fair and reasonable.

Obtained funds.

Administration, including Close out (reference AR 215-4, paragraph 1-24)— See SECTION 6- Post Award Functions at the end of this checklist.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 3: Blanket Purchase Agreements (BPAs)

(Reference AR 215-4, paragraphs 4-11 through 4-13)—

Determination of need. File contained KO's written determination of need (see paragraph 4-12d(1)).

Appointment of BPA callers (see paragraph 4-12d(2)).

KO only appointed callers. Note: KO is responsible for appointing callers.

KO made a written determination that the appointment is essential and that the person appointed possesses a high degree of integrity and is capable of performing the action in an efficient and business-like manner.

A separate file (BPA Appointment File) was established for appointment of BPA callers and the file contained written determination.

Appointments were in writing and specified maximum dollar limit on calls as well as the number of the agreement.

Placement of calls in excess of \$2,500 per call, but not more than \$25,000 per call (\$50,000 for resale), is limited to the KO acting within limits of her authority. Note: Contracting staff members should not be issued caller appointment letters. By virtue of their warrants, they may make calls within their warrant authority. No individual call shall exceed \$25,000 (or \$50,000 for resale).

Surveillance (see paragraph 4-12d(3)).

Correct BPA procedures are being followed.

KO, at a minimum, (1) instructed callers in the proper use of the BPA; (2) furnished a copy of the agreement to each caller; (3) ensured that calls are being equally distributed among suppliers of similar items with whom BPAs have been established; (4) ensured callers do not split purchase transactions to avoid monetary limitation; (5) ensured compliance with the regulation; (6) monitored need for retention of callers; and (7) provided suppliers with names of individuals authorized to place calls.

Preparation and issuance of BPAs (see paragraph 4-13).

KO obtained a blanket statement that funds in a specified amount would be available for a specified period of time. This statement must be obtained from the NAFI certifying official before any orders are placed.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 3: Blanket Purchase Agreements (BPAs) (Continued)

KO incorporated mandatory provisions: authorization, pricing, obligation to the NAFI, amount authorized, list of authorized BPA callers, delivery tickets, place of delivery, invoicing, distribution, call procedures, modification, and review procedures.

KO or designee reviewed BPA callers' BPA files at least semi-annually to ensure that authorized procedures are being followed and to make necessary updates.

When using bulk funding, order contained documentation reflecting the descending balance of funds expended against a "bulk funded" project to ensure the availability of adequate funds.

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SECTION 4: Government Purchase Card Program

(Reference Army SOP)—

Cardholders and billing officials are trained. Annual refresher training is being completed.

Letters of appointment are in the file.

Changes to the cardholder's account are being submitted by the appropriate billing official.

Files contain Records of Negotiation, as required.

Cardholders in the contracting office have SPL within their warrant authority.

Cardholders outside the contracting office have SPL within the authorized limit set by the Army SOP and the GSA contract.

Files contain evidence of competition or sole source justification for purchases over \$5,000. Any purchase over \$5,000 must be placed under a written contract vehicle.

Purchases for services \$2,500 or more require Service Contract Act clause.

An alternate A/OPC has been appointed to assist with the Purchase Card Program.

The A/OPC is reviewing use of cards for frequency and limits.

Billing official is requesting an increase in a cardholder's single purchase limit (SPL), not the A/OPC.

The automated C.A.R.E. EDI system is being utilized, e.g., setting up cardholder accounts, maintaining purchase logs, reviewing/approving statements, and generating reports.

Accounts are current with no delinquencies.

Activities are taking advantage of rebates.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 5: Contracts

Period of contracts (reference AR 215-4, paragraph 1-15)—

No contract will be entered into for a period exceeding 5 years (including extensions, renewals, or both) without prior approval of the commander.

Construction contracts or other project-type contracts specifying a completion date as opposed to contract period or date of performance are not subject to the above approval requirements.

Funding (reference AR 215-4, paragraphs 3-3 and 3-5)—

File reflects certification of adequate funding.

If originally certified funds became insufficient, additional funds were certified before contract was modified.

When using bulk funding, contract contained documentation reflecting the descending balance of funds expended against a “bulk funded” project to ensure the availability of adequate funds.

Sole Source Justifications (reference AR 215-4, paragraph 3-10)—

File contained requesting activity’s memorandum recommending sole source.

KO prepared written determination justifying sole source procurement.

All justification documentation was filed.

Contracts reviewed do not reflect a disproportionate number of sole source procurements. Note: Although USACFSC-NCP does not know of any published standard as to the appropriate number of procurements that should be competed, we become concerned when the majority of the procurements we reviewed were accomplished on a sole source basis.

Solicitations (reference AR 215-4, paragraph 4-22 through 4-32)—

RFPs contained information necessary to enable prospective contractors to prepare proposals properly.

Section M of RFPs addressed options, e.g., priced or unpriced, how will they be evaluated.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 5: Contracts (Continued)

Regulation requires when using options, solicitation (1) includes one of two option clauses: "Option for Increased Quantity" or "Option to Extend Term of Contract," (2) specifies applicable limits on the quantity of additional supplies or services that may be purchased, and (3) specifies overall duration of contract including any extensions.

Note: Total for the basic and option periods for both supply and service contracts may not exceed five (5) years.

IFBs contained information necessary to enable prospective contractors to bid prices for requirement.

KO used the Uniform Contract Format. Note: KO required to obtain legal review when using alternate format.

For competitive acquisitions, Sections C (Description/specification/work statement), L (Instructions, conditions, and notices to offerors), and M (Evaluation factor for award) were consistent.

Solicitation clearly specified date and time for receipt of proposals/bids. Solicitation contained provision entitled, "Late Submissions, Modifications, and Withdrawal of Proposals."

Note: Time allowed for offers should not be less than 30 calendar days, unless extreme emergency exists. If less than 30 days was given, solicitation file was documented to reflect nature and extent of emergency. (See paragraph 4-27.)

Late proposals/bids were handled in accordance with the clause entitled "Late Submissions, Modifications, and Withdrawal of Proposals."

When required, file contained acquisition plan with appropriate approvals.

When required, file contained evaluation plan.

If a solicitation was cancelled, KO's notification of the cancellation, in writing, was provided to all offerors to whom the solicitation was sent.

KO obtained legal review as required.

Comments from servicing legal representative are in the file. Contract file reflected concur, nonconcur and course of action taken to resolve legal objections. (See paragraph 1-12.)

If a solicitation was amended, the document was executed properly.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 5: Contracts (Continued)

If closing date was extended, KO made appropriate determination as to whether an extension was in the best interests of the parties. The determination was made prior to the extension.

Contract file contained evidence that the RFP/IFB and subsequent amendments were properly distributed.

Statements of Work & Specifications (reference AR 215-4, paragraph 3-7)—

Purchase descriptions are thorough enough to acquire correct item or service, to aid in obtaining competition, and to assist in the determination of a reasonable price.

Reporting requirements are clearly identified (e.g., frequency, type of report).

Included requirement for veterinary inspection of food items as required.

Clauses (reference AR 215-4, paragraph 2-14)—

KO used current clauses as part of the solicitation/contract.

Appropriate clauses included as part of the contract, e.g., options, construction, and services.

Liquidated Damages (reference AR 215-4, paragraph 7-28)—

For those procurements involving liquidated damages, files contained written documentation as to how the amount was calculated. Note: The amount should be commensurate with losses/damages, and not punitive in nature.

Solicitation contained liquidated damages clause, when warranted. The basis for using a liquidated damages clause must meet: (1) delivery or performance is critical, (2) NAFI may suffer if delivery or service is delayed, and (3) extent of damage cannot be determined.

Warranties (reference AR 215-4, paragraph 5-70)—

Solicitation clearly addressed warranty of both materials and workmanship.

Warranty clause clearly states when coverage begins and the time in which notice of defect to the contractor is required.

Performance & Payment Bonds (reference AR 215-4, paragraph 5-14I)—

KO required appropriate type of bonding in a sufficient dollar amount.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 5: Contracts (Continued)

Issued "Notice to Proceed" only after receiving proof of bonding.

Amendments to Solicitations (reference AR 215-4, paragraph 4-26)—

Used correct terminology (amendment versus modification) on DA 44073-R. Note: Under "description," KO should mark "solicitation is amended" versus "contract is modified."

Amendments are clear and concise.

Information was furnished promptly to all prospective offerors as a solicitation amendment.

If KO made decision to extend closing date, the amendment was issued in sufficient time to be considered by prospective contractors.

Preproposal Conferences (reference AR 215-4, paragraph 4-28)—

Adequate notice of the conference was given to prospective offerors.

Prospective offerors were asked to submit, in writing, questions prior to the conference in order to give KO time to prepare responses.

Conference was conducted by KO or designee, and was attended by appropriate technical and legal personnel.

File contained a complete point-by-point record, to include names of attendees and companies they represent.

File contained notes and attendance sheet/record from conference.

Evaluations (reference AR 215-4, paragraph 4-33)—

Note: Price or cost must be included as a factor in all NAF acquisitions.

Files reflect overall understanding of the evaluation process.

See AR 215-4, paragraph 3-1, for acquisition planning requirements.

File contains evaluation plan.

Evaluation plan was approved before solicitation was released.

File contained Record of Evaluation of Proposals.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 5: Contracts (Continued)

Documentation shows evaluation was conducted IAW factors and plans.

File contained all documentation related to evaluation of proposals (names of evaluation team members, results of their independent evaluation, a summary recommendation to the KO, etc.).

Options were evaluated in accordance with the solicitation.

KO evaluated offers on the basis of the advantages and disadvantages of making multiple awards.

All criteria used in making the award and their relative importance were clearly set forth to the potential offerors.

Note regarding debriefings:

For simplified acquisitions, it is not necessary to notify unsuccessful offerors unless they request it.

File contained debriefing notes and attendance sheet/record.

KO followed source selection procedures in determining competitive range.

KO adhered to limits on exchanges with offerors (e.g., technical leveling, auctioneering).

KO correctly requested revised offers and evaluated those offers in accordance with the solicitation.

Fair & Reasonable Prices (reference AR 215-4, paragraph 4-8 and 4-33)—

File contained determination of fair and reasonable pricing. Note: Written fair and reasonable price determinations are required for all orders and contracts, regardless of dollar amount, and should be based on one or more of the considerations listed in AR 215-4, paragraph 4-8a(1) through (4).

Evaluated options in accordance with the solicitation.

Determination of Responsibility (reference AR 215-4, paragraphs 4-35 and 4-36)—

File contained all documentation to substantiate the responsibility check. Note: A written determination of responsibility is required for all orders and contracts prior to award.

References provided by offerors were checked and documented.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 5: Contracts (Continued)

Files citing past performance only as a responsibility determination had adequate supporting data.

Preaward survey (reference AR 215-4, paragraph 4-36)—

Note: Preaward surveys are generally used when the KO does not have enough information to determine whether a prospective contractor is responsible. They are normally not used when the proposed contract is for \$25,000 or less, or when it is a fixed-price contract of less than \$100,000 for off-the-shelf items.

KO conducted a preaward survey as required.

Before beginning a preaward survey, file contains proof or statement that the KO checked that the prospective contractor is not debarred, suspended, or ineligible for award.

File contains written determination of responsibility.

KO obtained information sufficient to be satisfied that a prospective contractor currently meets certain standards (e.g., sufficient financial resources, ability to comply with delivery date or performance schedule, satisfactory record of past performance, possess the necessary organizational experience and personnel).

File contained results of preaward survey.

Contract Award (reference AR 215-4, paragraph 4-38)—

KO gave written notice of award to the successful offeror.

KO notified unsuccessful offerors, and provided them an opportunity for a debriefing.

KO handled debriefing correctly, i.e., did not compare the unsuccessful offeror to the successful offer. Discussion was limited to weaknesses in the unsuccessful offeror's proposal.

In the final contract award document, KO incorporated Sections A through J and referenced Section K. Section K was retained in the file. Sections L through M, although retained in the file, did not become part of the contract. Further, marketing material, if submitted by the successful offeror as part of his proposal, was not incorporated.

Contract was signed before work began or supplies were delivered. NO BACKDATING award documents.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 5: Contracts (Continued)

KO did not incorporate contractor's terms and conditions (T&Cs) in final award document in lieu of the RFP's more favorable T&Cs. If KO incorporated contractor's T&Cs, legal review of the terms was obtained and placed in the file with a written determination.

Unsolicited Proposals reference AR 215-4, paragraph 4-42 and FAR and DFARS, subpart 15)—

Note: Handling of unsolicited proposals. Contracting takes receipt of the unsolicited proposal, and forwards it to the appropriate technical representative for evaluation.

Note: Unsolicited proposal not related to the mission of the receiving agency need not be evaluated.

No evidence that NAFI personnel encouraged offerors to submit proposals.

Service Contracts (reference AR 215-4, paragraphs 5-7 through 5-12)—

File contained written determination as to whether the proposed service was personal or nonpersonal. (See paragraph 5-7.)

Note: When NAF enters into a service contract with an individual, the individual is required to provide NAF with his/her SSN or TIN prior to the start of performance.

KO obtained offeror's Tax Identification Number (TIN).

For recurring types of service contracts, KO keeps on file the latest wage rate determination for specific disciplines.

When it was determined that the Service Contract Act applied, KO obtained a wage determination for new contracts, extension of existing contracts, or exercise of option to contracts exceeding \$2,500.

For acquisitions of consulting services, file contained written Statement of Need. (See paragraph 5-10.)

KO provided oversight of service contracts to ensure proper administration and monitoring, and in a manner to avoid creating a personal services type of contract.

Professional services (reference AR 215-4, paragraph 5-12)—

Contracts for professional services may be conducted on a sole or limited source basis provided (1) it is clearly demonstrated and documented that professional competence, such as teaching ability, past accomplishments, technical expertise is of greater

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 5: Contracts (Continued)

importance that price considerations, and (2) there are a limited number of individuals reasonably available whose professional qualifications are clearly superior to those persons who might otherwise respond to a solicitation.

Solicitations for professional services will include schedule of prices and service charges. The SOW must be specific and complete.

Administration of professional services was accomplished in a manner to avoid creating a personal services contract.

Construction Contracts (reference AR 215-4, paragraph 5-14)—

PR contained independent NAFI/Government estimate of construction costs for each contract and modification anticipated to exceed \$25,000.

Solicitation included construction-specific clauses. (See paragraph 5-14j.)

File documented to show that prospective offerors were provided the opportunity to inspect the site, examine records, etc.

KO required contractor to have appropriate insurance and bonding. (See paragraphs 5-14k and l.)

KO competed and awarded interior design requirements as a total package. (See paragraph 5-16.)

Appropriate approvals of interior design requirements were obtained.

Concessionaire Contracts (reference AR 215-4, paragraphs 5-17 through 5-27)—

KO documented conditions for use. Note: Written determination required from installation commander that resale by concession is appropriate and that direct hire is not appropriate. (See paragraph 5-19.)

Requesting activity obtained approvals. (See paragraph 5-20.)

File contained PR.

Terms and conditions clearly address payments to the NAFI. Note: Percentage of gross proceeds preferred unless flat fee proves to be more advantageous.

KO obtained legal review. Note: Legal review required of all proposed concessionaire contracts, regardless of estimated dollar amount. (See paragraph 1-13a(1)(h).)

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SECTION 5: Contracts (Continued)

Appropriate type and monetary amount of insurance. (See paragraph 5-24.)

Clauses were numbered and made part of the contract.

As with bilateral modifications, concession contracts were signed by the KO only after obtaining the contractor's signature.

File contained justification when agreement was canceled.

Specific requirements apply to concession contracts for vending machines. (See paragraphs 5-25a(1)-(10) and 5-25b.)

Specific requirements apply to concession contracts for beauty/barber shops. (See paragraph 5-26.)

Incorporated Randolph-Shepherd Act requirements.

Entertainment Contracts (reference AR 215-4, paragraphs 5-28 through 5-36)—

Contract included cancellation and liquidated damages clauses substantially the same as those at paragraph 5-32.

Clearances were obtained before copyrighted material was performed on stage.

File included copyright and royalty clearances.

Performance evaluations were accomplished in accordance with AR 215-2, paragraph 3-29.

Contract solicited and awarded IAW paragraph 5-8a.

File included price comparisons.

Amusement Companies and Traveling Shows (reference AR 215-4, paragraph 5-37 through 5-47)—

KO obtained approval, in writing, from installation commander or designee as to whether such activities could be held on the installation.

Copyright and royalty clearances for amusement companies and traveling shows were obtained as required.

Contract awarded on a percentage of gross sales IAW paragraph 5-45, unless unfeasible.

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SECTION 5: Contracts (Continued)

Contract provides for cash accountability requirements.

Contractor has “Public Liability” insurance with Certificate of Insurance provided to the KO prior to beginning performance.

File included copyright and royalty clearances.

All cash collections were accounted for and reported in accordance with AR 215-5.

Contracts required that the contractor have workers’ compensation insurance, property damage insurance, and personal injury (including death) insurance in the amounts required by local state and local laws. (See paragraph 5-42d.)

Contracts involving the use of animals included requirement that the contractor adhered to special requirements for the care and custody of animals. (See paragraph 5-43.)

KO appointed COR for the purpose of coordinating set-up and teardown and monitoring contractor performance. (See paragraph 5-47.)

Consignment Agreements (reference AR 215-4, paragraph #)—

Consignment includes description of consigned tickets; liquidated damages clause (if applicable); period of performance; disclaimer statement.

Payment logs being maintained.

File contained control sheets showing tickets consigned, sold and returned. Evidence of accurate record keeping.

Agreements include provision for cancellation of event.

Administration, including Close out (reference AR 215-4, paragraph 1-24)— See SECTION 6- Post Award Function Functions at the end of this checklist.

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SECTION 6: Post Award Functions

Contracting Officer's Representative (COR)(reference AR 215-4, paragraph 7-2)—

Responsibilities were tailored to match specific contract requirements.

Appointment letter designated individual by name and title of position.

COR acknowledged appointment.

KO retained original copy of appointment and gave one copy to the contractor and the COR.

Evidence that COR acted within the boundaries of his/her authorized limits.

COR turned over all records upon contract completion.

Use of Options (reference AR 215-4, paragraph 7-3)—

Modifications to exercise an option(s) cite one of two option clauses: "Option for Increased Quantity" or "Option to Extend Term of Contract."

Options were exercised before contract expiration.

File contained request from requesting activity to exercise next option period, including confirmation that contractor's performance is satisfactory.

Prior to exercising option, KO determined that exercising the option could be done in accordance with the terms and conditions of the option clause. File contained written determination.

File contained documentation that option pricing is fair and reasonable.

Contractor was given adequate notice of the NAFI's intent to exercise an option.

Note: Exercising the option properly is necessary to ensure uninterrupted performance from the Contractor; to verify that the Contractor's prices are still the best value, and to determine that exercising the option is the most advantageous method of satisfying the need for the NAFI. Failure to notify the Contractor may result in the Contractor not honoring its prices or performance.

File contained approved exception to policy for supply contracts exceeding five (5) years. Note: Variance from DOL required for service contracts exceeding five (5) years.

PMR TECHNICAL EVALUATION CHECKLIST

SECTION 6: Post Award Functions (Continued)

Modifications (reference AR 215-4, paragraph 7-4)—

KO cited correct modification type (Change Order, Administrative, Supplemental Changes).

File contained documentation reflecting basis for modification.

Evidence of funding, as necessary.

KO obtained appropriate signatures and in the proper order (bilateral modifications shall be signed by the KO only after obtaining the contractor's signature).

Changes were within scope of the contract.

Contracts modified to reflect updated wage determination, as necessary.

Modifications to extend options were issued before contract expiration and were processed unilaterally.

Modifications issued to reflect change in contractor's name (i.e., novation agreement).

File contained determination of fair and reasonable pricing for all modifications resulting in an increase or decrease in contract price.

Delays in Delivery or Performance (reference AR 215-4, paragraph 7-9)—

KO or COR monitored contractor progress and adherence to delivery or performance schedules.

COR provided KO with information in a timely manner. If not, KO took appropriate action.

NAFI received consideration for contractor caused delays.

Contractor was not allowed excessive forbearance (leniency) period to deliver or perform late without action being taken by the KO.

Performance & Payment Bonds (reference AR 215-4, paragraph 5-14)—

File contained copy of bonds.

KO required contractor to submit bond supplements when issuing modifications for substantial monetary increases/decreases to the scope of work. Note: This is

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SECTION 6: Post Award Functions (Continued)

important to ensure NAF is adequately covered or is not paying for additional bonding that we are not actually receiving from the Contractor.

Issued "Notice to Proceed" only after receipt of bonding. (See paragraph 5-14I.)
Administration of professional services was accomplished in a manner to avoid creating a personal services contract.

Terminations (reference AR 215-4, paragraphs 7-22 through 7-29)—

Termination Contracting Officer (TCO) appointed, when appropriate.

KO issued "show cause" and "cure notice" IAW paragraph 7-26.

Termination notices were properly prepared, with a copy sent to each guarantor or surety. (See AR 215-4, paragraph 7-24.)

Terminations for default were supported by a determination and memorandum of circumstances, including alternatives. (See AR 215-4, paragraph 7-25.)

Obtained legal concurrence on terminations for default. (See AR 215-4, paragraph 7-25.)

Claims/Disputes (reference AR 215-4, paragraphs 7-11 through 7-20)—

Claim/dispute was resolved by mutual agreement. (See AR 215-4, paragraph 7-11b.)

Obtained legal review. (See AR 215-4, paragraph 7-15b(5).)

KO rendered timely final decision. (See AR 215-4, paragraph 7-12.)

File contained terms of settlement documentation and signed "Release from Claims."

General File Documentation & Maintenance (reference AR 215-4, paragraphs 7-31, small purchase, and 7-34, other than small purchase)—

Files were generally well organized.

All files should be labeled.

All documents should be filed (not left loose, tucked in the file).

Use of a standardized checklist and a standard filing practice among contracting staff members make it easy to navigate through contract documentation. See AR 215-4, paragraph 7-31. Personnel should use the Simplified Acquisition Checklist instead of

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the outdated Small Purchase Checklist. The checklist is available in the “*How To Handbook for NAF Contract Specialists* (available on the web). All sections of the checklist should be completed, including the peer review.

File contained copies of quotations.

File contained copies of insurance and bond certificates, including updates.

File contained COR appointment letters and COR correspondence.

Orders/contracts designated FOB shipping terms (destination or origin).

File contained payment records.

File contained completed receiving reports.

Documentation is free of grammatical errors, misspellings, and pen and ink changes to contractual documents, etc.

Although not a regulatory requirement, page numbers are recommended for clauses attached to an order.

File Close Out (reference AR 215-4, paragraphs 7-33, small purchase, and 7-36, other than small purchase)—

Orders/contracts properly and promptly closed out. Note: Simplified acquisition files are considered closed when the KO receives copy of receiving reports and evidence of final payment. (See AR 215-4, paragraph 7-33.)

All fixed-price contracts for other than simplified acquisitions and construction should be closed within six (6) months after the month in which the KO receives evidence of completion. (See AR 215-4, paragraph 7-36.)

Note: Files for construction in excess of small purchase limits may be held open for one year following completion or until the one-year warranty inspection results are satisfactory. The total amount of time, however, before final payment is made should not exceed 20 month after completion. Also, a contract in litigation, under appeal, or undergoing termination, will not be closed.

Although not a regulatory requirement, the use of a disposition sticker placed on the outside of a file serves as a reminder to the KO that it's time to close out a file.